

IN THE UNITED STATES DISTRICT COURT  
DISTRICT OF OREGON

**LLOYD D. WHALEY, TODD L.  
WHALEY, BRIAN NOLTE, JEFF  
BOARDMAN, MISS SARAH, LLC,  
DYNAMIK FISHERIES, INC. and MY  
FISHERIES, INC.,**

Plaintiffs,

v.

**PACIFIC SEAFOOD GROUP, DULCICH,  
INC., FRANK DULCICH, PACIFIC  
SEAFOOD GROUP ACQUISITION  
COMPANY, INC., PACIFIC SEAFOOD  
WASHINGTON ACQUISITION CO.,  
INC., BANDON PACIFIC, INC., BIO-  
OREGON PROTEIN, INC., PACIFIC  
CHOICE SEAFOOD COMPANY,  
PACIFIC COAST SEAFOODS  
COMPANY, PACIFIC GARIBALDI, INC.,  
PACIFIC GOLD SEAFOOD COMPANY,  
PACIFIC PRIDE SEA FOOD COMPANY,  
PACIFIC SEA FOOD CO., PACIFIC  
SURIMI CO., INC., PACIFIC TUNA  
COMPANY, LLC, WASHINGTON CRAB  
PRODUCERS, INC., PACIFIC ALASKA  
SHELLFISH, INC., SEA LEVEL  
SEAFOODS, LLC, ISLAND FISH CO.,  
LLC, PACIFIC RESURRECTION BAY,  
PACIFIC CONQUEST, INC.,  
CALAMARI, LLC, JO MARIE LLC,  
LESLIE LEE, LLC, MISS PACIFIC, LLC,  
PACIFIC FUTURE, LLC, PACIFIC  
GRUMPY J, LLC, PACIFIC HOOKER,**

Case No.: 1:10-cv-03057-PA

**JUDGMENT AND ORDER OF  
DISMISSAL**

**LLC, PACIFIC HORIZON, LLC,  
PACIFIC KNIGHT, LLC, PRIVATEER  
LLC, SEA PRINCESS, LLC, TRIPLE  
STAR, LLC, PACIFIC FISHING, LLC,  
PACIFIC SEA FOOD OF ARIZONA,  
INC., STARFISH INVESTMENTS, INC.,  
DULCICH SURIMI, LLC, BIO-OREGON  
PROPERTIES, LLC, PACIFIC GROUP  
TRANSPORT CO., PACIFIC  
MARKETING GROUP, INC., PACIFIC  
RUSSIA, INC., PACIFIC RUSSIA  
VENTURES, LLC, PACIFIC TUNA  
HOLDING COMPANY, INC., POWELL  
STREET MARKET LLC, PACIFIC  
FRESH SEA FOOD COMPANY,  
SEACLIFF SEAFOODS, INC., COPPER  
RIVER RESOURCE HOLDING CO.,  
INC., PACIFIC COPPER RIVER  
ACQUISITION CO., INC., SEA LEVEL  
SEAFOODS ACQUISITION, INC.,  
ISLAND COHO, LLC, S & S SEAFOOD  
CO., INC., PACIFIC SEAFOOD DISC,  
INC., DULCICH REALTY, LLC,  
DULCICH REALTY ACQUISITION,  
LLC, DULCICH JET, LLC and OCEAN  
GOLD SEAFOODS, INC.,**

Defendants.

This matter came before this Court on the Parties' Joint Motion for Final Approval of Stipulation and Resolution Agreement.

WHEREAS, the Court has received and reviewed the Stipulation and Resolution Agreement (Stipulation) entered into between the plaintiffs as the Class Representatives, on the one hand, and defendants, on the other hand, and has considered the terms of the proposed resolution as set forth in the Stipulation;

WHEREAS, all terms contained herein shall have the same meanings as set forth in the Stipulation, unless otherwise defined herein;

WHEREAS, on April 4, 2012, the Court entered its order preliminarily approving the resolution of this Class Action, approving the form and method of notice, and setting a date and time for a final approval hearing to consider whether the resolution should be finally approved by the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure as fair, adequate, and reasonable ("Preliminary Approval Order");

WHEREAS, the Preliminary Approval Order further directed that all class members be given notice of the resolution and of the date for the final approval hearing;

WHEREAS, the Court has received a declaration of Scott A. Rathbone on behalf of Haglund Kelley Jones & Wilder, LLP, the appointed Class Action Administrator, attesting to the mailing and publication of the Notice in substantial accordance with the Preliminary Approval Order;

WHEREAS, the Court having received no objections to the resolution; and

WHEREAS, the Court having conducted a final approval hearing and having considered the arguments presented, all papers filed and all proceedings had therein;

IT IS HEREBY ADJUDGED AS FOLLOWS:

1. The Court has jurisdiction over the subject matter of this action, the parties, and all class members, none of whom requested exclusion.

2. In accordance with Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, all class members have been given proper and adequate notice of the resolution. Based upon the evidence and legal authorities submitted by the Parties over the

course of the nearly two years that this case has been pending, the terms of the Stipulation, the arguments of counsel, and all files, records and proceedings in this case, the Court finds that the Notice and notice methodology implemented pursuant to the Stipulation and the Court's Preliminary Approval Order (a) constituted the best practicable notice under the circumstances; (b) constituted notice that was reasonably calculated, under the circumstances, to apprise class members of the pendency of the litigation, their right to object to the settlement, and their right to appear at the final approval hearing; (c) were reasonable and constituted due, adequate and sufficient notice to all persons entitled to notice; and (d) met all applicable requirements of Rule 23 of the Federal Rules of Civil Procedure, and any other applicable law.

3. The Stipulation in this action warrants final approval pursuant to Rule 23(e) of the Federal Rules of Civil Procedure because it is fair, adequate, and reasonable to those it affects; resulted from extensive good faith arm's-length negotiations between the parties; and is in the public interest considering the following factors:

- (a) The relative strengths and weaknesses of the plaintiffs' case;
- (b) The risk, expense, complexity and likely duration of further litigation;
- (c) The risk of maintaining class action status throughout the trial;
- (d) The pro-competitive measures set out in the Stipulation;
- (e) The completion of discovery, and the stage of the proceedings;
- (f) The experience and views of counsel;
- (g) The presence of a governmental participant; and
- (h) The reaction of the class members to the proposed resolution.

Torris v. Tucson Elec. Power Co., 8 F.3d 1370, 1375 (9th Cir. 1993).

4. The Parties' Joint Motion For Final Approval is hereby GRANTED, and the Stipulation and Resolution Agreement is hereby APPROVED as fair, reasonable, adequate, and in the public interest, and hereby determined to be fair, reasonable and adequate. The Parties are directed to consummate the Stipulation and Resolution Agreement in accordance with its terms.

5. The Court AWARDS payment of Attorneys' Fees and Costs to Class Counsel consistent with its prior Order.

6. This case is DISMISSED WITH PREJUDICE and without costs to any Party, other than as specified in the Stipulation and this Order.


7. Without affecting the finality of this Judgment in any way, the United States District Court of Oregon retains jurisdiction over (a) implementation of the Stipulation and Resolution Agreement and (b) all other proceedings related to the implementation, interpretation and enforcement of the terms of the Stipulation and Resolution Agreement.

8. This Court finds that there is no just reason for delay and expressly directs Judgment and immediate entry by the Clerk of the Court.

IT IS SO ORDERED.

Dated: 5/21/12, 2012.

BY THE COURT:

  
The Honorable Owen M. Panner  
United States District Court Judge